

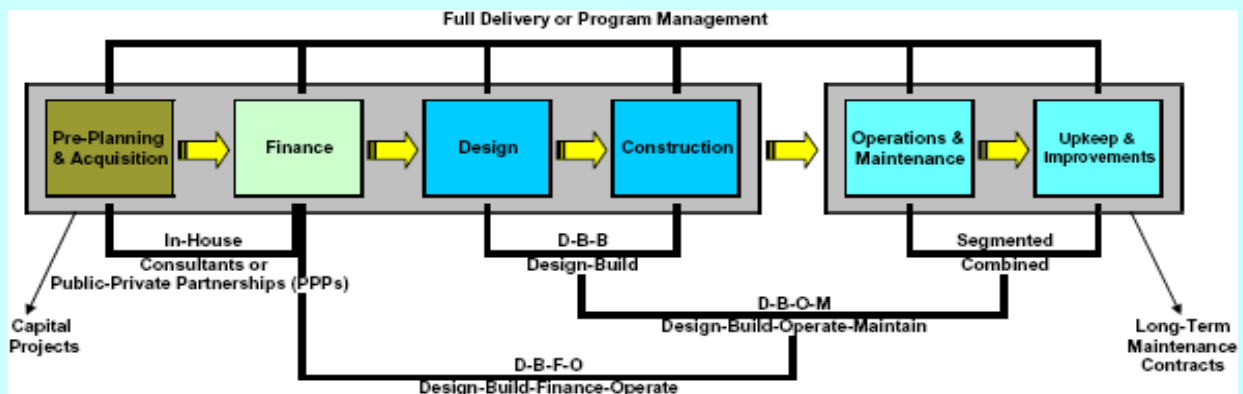


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 B\_ Know how and Experiences in Sectors, Project Life Cycles and Functions  
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Main Duties + Tasks in all pre-contractual, tender-, performance- / DNP + post-contractual stages:

- Senior **Program** + Project / General Manager for large scale projects
- Senior **Procurement / Contract + Claim Manager**  
 (FIDIC / EDF / VOB / SCL forensic effect-cause investigations with network tool simulations)
- Advisor / **Consultant** for a full delivery program management to implement infrastructures within budget / Cost line, time frame, and without compromising quality standards (Tec+SHEs Q).

Our professional services will be delivered for  
 Finance + Plant + DBOMT / OPRC\* – Infrastructure Programmes & Projects  
 in all Project Cycles



- (i) Pre-planning,
- (ii) Finance, Accountability of Employer's / Client's (co-) financial arrangements
- (iii) Survey Reports,
- (iv) Preliminary and Detailed Design Reviews,
- (v) robust Risk Management for proper decision to achieve Business objectives,
- (vi) "consistent" Tender Dossiers [BoQ, Drwgs, TSpec, GCC/PCC]
- (vii) Competitive Procurement with in due diligence evaluations and award procedure,
- (viii) Project management / Supervision,
- (ix) Contract / Claim management with forensic delay+disruption effect->cause analysis,
- (x) Operation/Maintenance plus
- (xi) Transfer – worldwide -.

**Our cooperationspartners and myself fulfill our promises and obligations.**

\*OPRC: Output- and Performance based Roads, Bridges, Tunnels, and ITC-Contracts

# Know how, experiences and skills

[www.AiD21.de/index.pdf](http://www.AiD21.de/index.pdf) or [www.aid21.de/CCM/CCM1.pdf](http://www.aid21.de/CCM/CCM1.pdf)



## 1 \_ Education

- Fe University Hagen / Germany : Economics
- TU Munich / Germany : Civil and Building, Transportation, Town Planning
- FH Munich / Germany : Survey / QS  
Autodidact in Construction Law (VOB, HOAI, BGB, FiDiC, MDB, common + civil law).

## 2 \_ Sector Experiences

- Roads / Highways + Bridges, ~ 7 projects over 100 m EUR each
- Railways and Tunnel, up to 25 m Euro per kilometer up to 750 m EUR
- Water supply, water distribution, water treatment plant (150 m EUR), and sewer
- Buildings i.e. Berliner Platz, 5 sky scrapers @ ~ 50 m Euro = 250 m EUR construction
- Energy / power plants and converter stations, between 250 m – 500 m EUR each.

## 3 \_ Experiences abroad > 15 years (several fragile /post-war states\*\* as well)

- Europe: Germany (~14 years), Romania, Austria, Georgia / Caucasus.
- Africa West: Liberia\*\*, Ghana, Sierra Leone\*\*  
North: Libya\*\*  
South: South-Africa  
East: Malawi & Tanzania, Kenya, Uganda, South-Sudan\*\*
- Near / Middle East: Saudi-Arabia, Yemen, Iraq / Kurdistan\*\*, Jordan
- Asia: Nepal, India, China, Philippines, Afghanistan\*\*, Pakistan.

## 4 \_ Language Skills

- German (mother tongue) and
- English writing, reading, speaking excellent communication skills

## 5 \_ Membership of Professional Associations

(i) Member of the German Institution of ARBITRATION / DIS (Schiedsgerichtsbarkeit) with its ADR-rules like **Conflict Management Strategies**, expedited proceedings by Engineer with legal background or by Lawyer with Construction background (!), **Mediations**, Conciliation, **Adjudication**, ARB, Litigation.

*Fee Structure in accordance with "value in dispute" and not "time-related" expenses to shorten the proceedings from years to months ... if the Lawyer will be paid "by value" and not "by input".*

- (ii) GPM (Association for **Project Management**),
- (iii) DVP (German Association of **Project Controllers**),
- (iv) VDI (Association of German Engineers),
- (V) VSVI (Society for Road Construction and **Transportation Engineers**).

## 6 \_ General professional know how, experiences, and skills

### (a) in different roles

~12 years with **Consulting firms / Project Management Institutes** and

~11 years with **Authorities / Ministries / parastatal Corporations**

~11 years with **Construction industry** with coordination of different business units: (i) material production (quarries, sand exploitation, concrete and asphalt), (ii) transport logistics, (iii) technical and financial superintendence (iv) efficient and effective operations for construction, (v) accurate measurement and payment, (vi) contract administration, (vi) sureties, guarantees, bonds, (vii) all type of Certifications, final statement (of account), Discharge, Cessation..

### a n d (b) all Project Cycles

- Programming: conceptual design (Employer's Requirements) / project development
- Identification: preliminary design with Cost Estimates
- Formulation: final / detailed design with Cost Estimates / Procurement – Tender Dossiers
- Submission, Evaluation and Award of Contract
- Implementation: supervision + superintendence
- Defect Notification Period / Performance Certificate, Discharge, Cessation.

## 7 \_ Particular professional experience in Project / Procurement / Contract + Claim Mgmt.

- **Project** management : time and network planning (sequences + dependencies) with critical path analysis / simulations, cost / budget planning, monitoring + evaluation + re-planning with
- **Contract** Management especially in Design Review + **Procurement** (HOAI, PRAG 20xx, PRAG 2016, Finance + Plant + DB O/ M +T, OPRC, Donor's procurement guidelines)
- **Supervision** / Superintendence (VOB, BGB, EDF GCC/SCC, "rainbow FIDIC", MDB 2010)
- Extensive Experiences in **Claim Management** + extensive **Consultations / Negotiations** in an endeavor to reach agreements to avoid / prevent Disputes + swift **Determinations** for Contractor's and Employer's Claims within the time bar, EDF-Amicable and Conciliation Settlements, + FIDIC - **Dispute Resolution** (Adjudication DAB / Review Boards DRB / DB), support for preparation of **Arbitration** (member "Giesa" of the DIS Arbitration Institution disarb.org), witness box with cross examination, proper reporting system / Lesson Learned.  
Resolution service provider for all Parties: **Employers, Engineers and /or Contractors.**

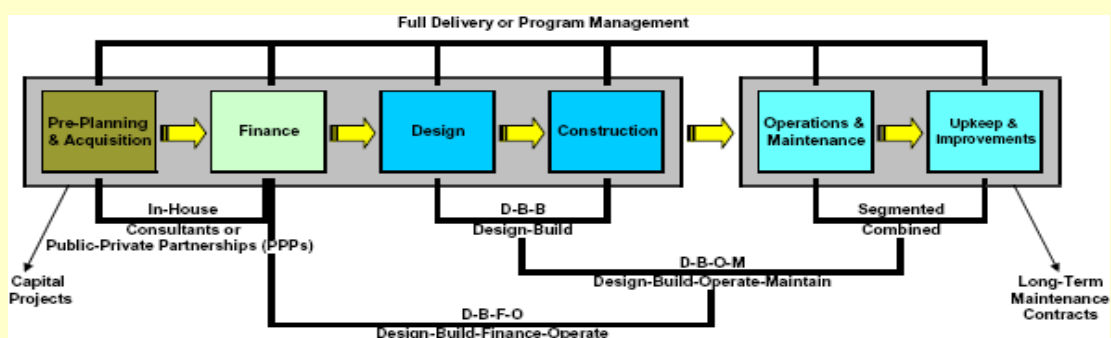
## 8 \_ Wrap up / overall picture

*Theoretical know-how and extensive Practical hands- on experiences, and skills necessary for a result-oriented Procurement, Project Management and Contract / Claim Management Strategy:*

- Project Management Experiences in general and **PROCESS** competencies
- Design Experiences and **PRODUCT Know how** of components and assemblies of RI-concrete, steel, piles, masonry structures and asphaltic concrete / RI-concrete / gravel roads and Bridges.
- Theoretical knowledge and practical skills with **all contractual issues in all project cycles** from inception up to commissioning / operation – for a holistic approach towards claim resolution.
- Knowledge and Experiences in all **ADMINISTRATIVE procedures** for the execution of a project in all cycles with Authorities, Consulting Firm, PM Institutes, and Construction industry.

- Project Management in **Time + Cost (planning, monitoring, control), Quality, SHEs-Q Aspects**
- Prepare actively **Tender Dossiers** with all the required FiDiC-forms and DAB-agreements; application of Procurement rules for award of supply, service and work contracts and **contract management in all project cycles to prevent Claim submission and to avert / repudiate claims** - based on RED (Construction), Yellow (P+DB), Silver (EPC/Turnkey) and GOLD (DBO) FiDiC Books (F+P+DBOMT, OPRC)
- Done for Construction Companies: Tender **Bid Price Calculations** (Top Sheet) with split up of Prime Costs, Preliminary & General Cost, indirect cost, direct cost, final charges / overheads according to the Work Break Structure.
- **Taking over procedures** with the suitable **Test on completion** / after completion: Technical and legal take over / **acceptance** with release of the final statement of account, **sureties and warranties** (without lack of organization) during the Utilization phase.
- Operation Phase / **Defect Liability – Notification Period (DLP / DNP)**: Serviceability Certificate / operating ability Certificate / Commissioning Certificate
- Extensive **THEORETICAL knowledge** about the “rainbow” FiDiC publications to **minimize risk due to impairment of the performance** of an obligation / fault – failure either by employer or contractor toward preliminary / precedent liability, planning / design faults, lack of coordination, faults and imperfection in the procurement / award procedure, defective / faulty / insufficient / inadequate supervision, facility management, **preservation / conservation of evidences** (obey report requirements of FIDIC Clauses 4+8) enabling me to do a proper forensic effect-cause examination (delay+disruption analysis), proper Variation management not exceeded / overrun of the budgeted Contract Price with the contingencies.
- Practical Contract- / **Claim Management RESOLUTIONS** carried out with plenty of **achievements** with Authorities, Consultants, and General Contractors (**up- and downstream**) in the international context, due to successful application of theoretical knowledge and methodologies of legal concepts.
- Use of a logic **METHODOLOGY** / contractual appreciation of a claim to check the **requirements, variations, reasons, attributable entitlements**, legal consequences and his effects for the settlement of claims by intensive consultations to reach an agreement at an early stage to prevent / avoid disputes or suspension / termination of contract. Procedural rules of FIDIC-DB/DAB, DRB (Review Boards) / EDF-amicable settlements, EDF-Conciliations, protracted Arbitration Procedures or alternatively Litigation.
- **Licence holder** to establish+operate a Construction Company (tough German requirements met).

Wrap up: 8 \_ Our professional services will be delivered for a full delivery programm management in all project cycles:



- (i) **Pre-Planning** for PPP, OPRC, DBB, DBFO, P+DB, DBO, F+DBOM, DBOT, DBOO.
- (ii) **Finance & accountable Employer's (Co-) financial arrangements** {SC 2.4} i.c.w. SC 14.8 [Delayed Payment], SC 16.1 [Contractor's Entitlement to Suspend Work] and SC 16.2 [Termination by Contractor] FIDIC MDB),
- (iii) **Survey Reports**, not limited to geotechnical soil examination and geodetic measurements, but also to administration and legal system, taxes, licences, logistic, utilities, shipping + importation restriction, foreign workers, accommodation facilities, medical services, accountability of the payment behaviour of Employers.
- (iv) **Architectural and Engineering Design** (Roads / Bridges, industrial and commercial Buildings, Railways, Water supply, Water distribution, Sewer network, Water purification plants, Power plants, converter stations)
- (v) **Robust Risk Management** with a three step approach: dig deep in the intimated details, incorporate RM in the decision-making process and apply within the overall culture of the organizational objectives to achieve sustainable results by adding long-term values.
- (vi) **"consistent" tender dossiers** / tender documents: interlinked components of (i) "estimated" BoQ-items, (ii) drawings does not show 49% more Quantities, (iii) standard and special specifications and (iv) special / particular Conditions of Contract shall be clear and without ambiguity combined.
- (vii) **Competitive Procurement** with adm. / tec. / fin. due diligence Evaluation and Award procedure in compliance/ conformity with national or donor guidelines and processes, like PRAG, VOB/B, WB, AfDB, Kuwait Fund, a.s.o.
- (viii) **Project management** / Supervision within Time, Budget, Quality (SHEs-Q) – Frame with proper execution methods and **accurate measurements**.
- (ix) **Contract / Claim Management** esp. to fulfil the duty-to-cooperate / negotiate to reach an Agreement, to prevent Disputes with suitable contemporaneous and essential appropriate records, Delay+Disruption Analysis (forensic SCL-investigations), Merits + Quantum Determination, Support for Mediations, Dispute Adjudication, Amicable Settlements, Conciliations, and Arbitration (e.g. Witness Box).
- (x) **Operation / Maintenance** during Defect Notification Period and post-contractual periods
- (xi) plus **Transfer** after 8 – 10 – 20 - 25 years.

A \_ Our cooperationspartners and myself **fulfill our promises and obligations** in conformity with the Contract Content and all impacting laws, regulations, aso.

B \_ We **deliver the essential results / outputs**, because we possess practical **hands-on experiences and skills** paired with in-depth theoretical knowledge in a wide variety of sectors and matured development stages.

C \_ Our Customers will be able to make **confident decisions**, without sleepless nights.

## 9 \_ Communication Data / Imprint

- **Sierra Leone / West-Africa**  
Mobile Phone : **+232 76 73 80 76** +995 591 503 556 (Georgia)  
Whatsapp/imo.im: +49 172 821 1831 (if signal arrives, network calls will function)
- **Germany** (postal address, to hold by trustee)  
Helmut F Giesa via GuB GmbH, An der Schafscheuer, 91781 Weißenburg / Bavaria (Germany)
- WEB: General : [www.AiD21.de/](http://www.AiD21.de/) Particular P+C+C+F : [www.AiD21.de/CCM/CCM1.pdf](http://www.AiD21.de/CCM/CCM1.pdf)  
Presentation of Knowledge, Experiences and Skills : [www.AiD21.de/Acquisition.pdf](http://www.AiD21.de/Acquisition.pdf)
- Profiles [www.DevelopmentAiD.org/#!/HFG2404](http://www.DevelopmentAiD.org/#!/HFG2404)
- Skype **HFG2404** (Initials of Helmut F Giesa, Birth date 24 April)
- E-Mail: [HFG2404@GMail.com](mailto:HFG2404@GMail.com); [Helmut@AiD21.de](mailto:Helmut@AiD21.de), [HelmutFGiesa@Web.de](mailto:HelmutFGiesa@Web.de)

**10. UPDATES** Please retrieve **current mission status** with images via LinkedIn  
"Helmut F Giesa": <https://de.linkedin.com/in/hfg2404>



# Special Offer: Contract / Claim Management + Dispute Resolution

Duties and Tasks delivered by Helmut F Giesa ... [Helmut@AiD21.de](mailto:Helmut@AiD21.de)



I A \_ **Procurement assistance, Contract – and Claim Management (CCM) and Dispute Resolution**  
for Ministries, consulting firms and Contractors / Sub-Contractors

I B \_ **General / technical + financial + logistic + administrative + contractual Project Management**  
Time + Cost analysis / forensic investigations (delay- + disruption analysis)

I C \_ **Advisor / Consultant for a full delivery program management to implement infrastructures**  
within budget / Cost line, time frame, and without compromising quality standards

## I A \_ CCM-Tasks and Duties to being delivered (EDF + FIDIC)

A1\_ **Review of Tender Dossiers** to **prevent / avoid claims** / dispute for time and monies

(i) Special / Particular Conditions of Contract either EU-EDF or “rainbow” FiDiC.

(ii) Technical Special Specification, (iii) Drawings and (iv) Bill of Quantities (iv) Input/Output GST

A2\_ **Programming** in all project cycles / business development phases (**Time & Budget**) with realistic **sequences and dependencies** to identify the critical / sub-critical path and Turnover. Cost Estimates with detailed breakdown of prices - based on viable **production rates** - derived by team configurations of resources, construction procedures, types of landscape and material, depreciation / wear+tear, repair, interest of equipment, transport capacities, .... Ascertain **direct + indirect cost** of site / HO overheads and profit; **unit rate analysis** to evaluate bids and claims.

A3\_ **Administration** of the execution of works [Implementation and Defect Liability (N) Period]:  
Tight and not time-distant **reporting, updated project tracking and trending** with critical / sub-critical path analysis on a monthly basis to derive non-controversial ascertainment, contractual correspondence in compliance with the Contract, application of EDF Revision of Prices / Price Variation and FIDIC **Adjustments for Changes in Costs / in Legislation**, follow up the procedural rules and resolution of claims/disputes “contemporarily / prompt” and provisional /final **acceptance** / Taking-Over Certificate, Performance Certificate, Final Statement of Account.

A4\_ **Workshops / tailored Training**

**for Contract / Claim Management, Project Management (Time + Cost Planning / Controlling), Delay- and Disruption Analysis with MS-Project Tools**

All “rainbow FIDIC” Forms for supply, services and works, **network establishment + analysis** with sequences and dependencies, head- and tail slacks, free floats, ... with **Cost/Turnover** implications.

A5\_ **Claim Notices and Claim Request**

Intention to request EoT + Money claims, provide positions to agree or reject **in principle**. **Particular** and details to substantiate the claim with convincing **cause-effects** evidences, initiated by EMP / ENG / CON like **faulty** instructions or **defects** / errors in design + programming + execution of works + reporting, which impair / impact / violate / infringe the fulfilment of obligations, rights, and duties of each Party.

A6\_ **Instruction (!), Variation Procedure / Variation Order**

in compliance to MDB / “rainbow FIDIC Conditions of Contracts”: entitlements/ merits, quantum (T+C), legal consequences.

A7\_ **Negotiations** in good faith, in an endeavour to **reach an equitable solution** that maintains the economic equilibrium complying with the “Contract”, Unidroit / PECL / CISG Principles.



- A8 \_ Support for **Determinations** (Claims, Variations, Suspension and Terminations) to provide **non-contentious statements** for Merits and Quantum (Time and Cost plus profit) either by agreements or by ascertainment of the issues.
- A9 \_ Notices for **Suspension and Termination** of Contract: **financial EMP arrangement**, late or non-payment, failures to perform obligations under the Contract by EMP, ENG and CON.
- A10\_ Settlement (S.) of Disputes: EDF-Amicable S. / EDF-Conciliation / **MEDIATIONS** / FiDiC- **Referral to DB/DAB/DRB**, FiDiC-amicable S.: Provide assistance for all Alternative Dispute Resolutions (ADR) i.e. Statement of Case / Response to Statement of Case / Hearing of Dispute (Adjudication/Review) Board, Responses and formal Notices of **Dissatisfaction**.
- A11 \_ **Procedure for Arbitration Tribunals (ICC or UNCITRAL or DIS)**  
to support the lawyers with technical particulars, design and programming errors, SCL delay- and disruption analysis and synthesis about all occurred events and observed circumstances, defaults, financial / economic contract expertise – to reach an **Arbitral Award by CONSENT**.  
Note: An arbitration award does not mean the winning party will be paid! Hence a lot of arbitration judgements have to be challenged and enforced by Court orders.
- A12\_ **Civil Law / Common Law**  
Support / Assistance in (i) **rescission** (Anfechtungsverfahren), (ii) provisional enforcement / seizure order, (iii) **enforcement proceedings**/ measures of executions (Vollstreckung) of the arbitral verdict. Note: It is advice to develop a suitable Resolution / Risk Management Strategy well ahead, especially if a dysfunctional jurisdiction exists in the Country – with the effect, the number of submitted claims requests and arisen disputes are on a low side, because the resolution is allegedly being carried out by alternative means (bribes / corruption money / Baksheesh).
- I B \_ **General / technical + financial + logistic + administrative + contractual Project Management**  
Time + Cost analysis / forensic investigations (delay- + disruption analysis)
- I C \_ **Advisor / Consultant for a full delivery program management to implement infrastructures within budget / Cost line, time frame, and without compromising quality standards**  
(see graph above).

## II \_ Fees + Incidental Expenditure Budget

Please inquire an offer and describe the scope of services, tentative time schedule / number of missions, place / station of mission (Town / Country), locations of sites, other relevant issues, which may causes impediments for the performance of services and delivery of results.

### II.1 \_ As and when basis

- A \_ **Retainer Fee / Management Fee** in accordance to ICC-Rules  
3 time of the daily fee =  $24 * \text{hourly rate} \Rightarrow$  monthly fee to be on stand-by / alert to being available on Site within a 28 days' notice.
- B \_ **Discount of the "retainer fee"** will be given for any rendered billed services  
The formula of the monthly  
Discount = minus  $[24/176] * y$  (rendered hours) \* Y (hourly rate)] =  
= minus 13,6 % of the monthly rendered service value ( $y*Y$ )

### II 2 \_ **Home-based** performance for Engineering / Project Management / Claim Management

**Fee for negotiation :**

Normal mission conditions: 75-85 EUR per hour plus (+) 35% poor living standard (i.e. guest house) plus

(+) 35% bad security condition (post-war / fragile countries) in compliance with the recommendation / application of an US Donor Bank.

### II 3 \_ **Field - Missions** / Site Visits / Service Days

- A \_ Hourly fee for field-missions as defined for home-based performances.  
Normal Service times during the day: 7-8 hours services deemed to be a work day.  
Additional / Exceptional Travel times - outside the normal Service times - are said to being compensated.
- B \_ Per diem shall be paid per presence day according to current EU per diem country table <https://ec.europa.eu/europeaid/sites/devco/files/perdiem-rate-20150318.pdf>  
(includes the reasonable hotel accommodation, food allowances transport)
- C \_ Pre-paid return flight "premium economic" or "business", depending of the flight duration. Re-booking costs has to be prepaid / compensated by the "customer".
- D \_ Local travel to and from airport, printing expenditures, internet, phone to be reimbursed or preferable by a lump sum amount, agreed prior to the field mission.

### II 4 \_ **Adjustment for change in scope of works / time schedule > Contract Value.**

If alternations in scope of services or time input will occur (effect change in Contract value) - during the Contract implementation - following procedures will be applied:

- a) General provision for Variations / **Adjustments** / Alterations / Modifications ...  
All incurred costs (i.g. re-booking of flights, rent agreements, ...) and suffered loss will be reimbursed by the "Customer / Client / Employer" - due to the adjustment / variation of the contract - and added to the accepted Contract Price / Contract baseline Value.
- b) Provision for **Prolongation** of time input  
The availability has to be sort out. If the service provider Helmut is available, the daily fee + incidental expenditures will apply for the adjustment in Contract Price.
- c) Provision for **Deduction of Contract value**  
In case of shortening the resource input for the single missions, the Customer / Client / Employer agrees to **compensate the non-utilized time DC** / outstanding contract value with minimum 70% of fee plus 100% all incurred costs due to the adjustment of Contract content  
Compensation Calculation for loss and damage due to Variation / Adjustment order  
:= [(baseline Contract value minus actual Contract value) times seventy percent (70%)].

### II 5 \_ **Mediations**

Fee Structure in compliance with the German Institution of ARBITRATION / DIS (Schiedsgerichtsbarkeit)  
DIS proposes a Fee of 300 Euro per consulting hour in Mediations.  
Please feel free to negotiate.

## III \_ **Inquiries for Negotiation**

Please request more details for negotiation  
**to support your contract management + administration in all project cycles.**

### Helmut F Giesa

Member of the German Institution of ARBITRATION / DIS (Schiedsgerichtsbarkeit)

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Linkedin (please inquire current Mission): <https://de.linkedin.com/in/hfg2404>